

# COMMUNITY FUNDING AGREEMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



Agreement #:
<b>COMMUNITY FUNDING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND «ORG»</b>
THIS COMMUNITY FUNDING AGREEMENT ("Agreement") made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a municipal corporation ("City"), and «ORG», hereinafter referred to as "Recipient."
<p>WHEREAS, Recipient has submitted a Community Funding Program Application to the City to conduct the programs and/or services for residents of City during the fiscal year commencing July 1, 2022, and ending June 30, 2023 and perform the scope outlined in Exhibit A:</p> <p>WHEREAS, City has reviewed said request and desires to allocate to Recipient the sum of \$«dollars», subject to all terms and conditions of this Agreement.</p> <p>NOW, THEREFORE, the parties hereto do hereby agree as follows:</p>
<b>1. FINANCIAL ASSISTANCE</b>
City shall allocate to Recipient the sum of «sum» (\$«dollars») for exclusive use by Recipient during the fiscal year commencing July 1, 2022, and ending June 30, 2023, solely for the purposes described in paragraph 2.
<b>2. USE OF FUNDS</b>
<p>Recipient shall use the funds provided pursuant to paragraph 1 solely for the Program purposes described in the approved Community Funding Program Application, set forth in Exhibit A of this Agreement and incorporated by reference.</p> <p>Except as specifically approved in writing by the City and set forth in Exhibit A, payments shall not be used for administrative costs or overhead of Recipient. Grantee shall not use funding under this Agreement to take any action or carry on any activity not permitted to be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.</p>
<b>3. CHANGES TO PROGRAM</b>
No changes in the program described in this Agreement which are funded by the financial assistance provided under paragraph 1 shall be made without the prior written consent of City.
<b>4. PAYMENTS</b>
Payments of funds allocated pursuant to paragraph 1 shall be made to Recipient in a lump sum once the Agreement is executed.
<b>5. STANDARD OF SERVICE</b>
Recipient warrants to City that it will perform all Program activities funded hereunder in accordance with the highest standards and shall be responsible for, and hold City harmless from any failure to provide such activities in accordance with such standard. Recipient shall verify that all activities funded hereunder benefit residents within City's corporate limits.
<b>6. ANNUAL REPORT</b>
Recipient shall submit a narrative report to City at the end of the fiscal year describing the activities funded under this agreement. Said report shall include the total number of direct beneficiaries with demographic information regarding ethnicity, age and other data as required by City.

## **7. RECORDKEEPING; FINANCIAL STATEMENT/ANALYSIS; AUDIT**

Recipient shall maintain records regarding the use of funding from this Agreement for a period of 5 years after the end of the Agreement term. Grantee shall maintain adequate records for the Project to enable the City to easily determine how the Agreement funds were expended, consistent with the compliance requirements set forth in the Agreement and the scope of the Project. Grantee's books and records must be made available for inspection by the City or its designee at reasonable times to permit the City to monitor and conduct an evaluation of operations under this Agreement.

Recipient shall make available to City, or the public, upon request, a financial statement and analysis setting forth in detail the manner in which, and the specific purposes for which, the funds paid hereunder were expended to the date of such accounting. In addition to the foregoing, and in any event, Recipient shall submit to City no later than **July 31, 2023**, a detailed financial statement and analysis setting forth the foregoing information. Said statement and analysis may be combined with the end of the year narrative report submitted pursuant to paragraph 6.

City may audit the records and accounts of Recipient for the purpose of verifying expenditures by Recipient of funds provided hereunder or verifying statements or analyses made or provided by Recipient hereunder. Recipient shall respond to, and comply with, any audit exception made or taken by City relating to Recipient's performance or failure to perform hereunder. Recipient shall pay City the full amount owing to City determined to be owing as a result of any such audit exception.

## **8. MISCELLANEOUS**

- a. The funding provided by City under this Agreement is solely a monetary contribution and not a co-sponsorship of the Recipient's activities or intended to create a partnership with the City.
- b. Recipient shall comply with any applicable regulations and permit requirements as may be required by law for the performance of Recipient's activities under this Agreement.
- c. This Agreement and any of the rights or obligations under this Agreement may not be assigned without the City's prior written consent.
- d. This Agreement is the entire agreement and supersedes any prior oral or written agreements or communications between the parties regarding its subject matter. The provisions of this Agreement are severable so that if any provision is found to be invalid, illegal, or unenforceable, such finding shall not affect the validity, construction, or enforceability of any remaining provision. This Agreement may be amended only by a mutual written agreement of the parties.
- e. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of California.

## **9. CONTRACTOR'S STATUS**

In the performance of the obligations set forth in this agreement, Recipient shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City. Recipient shall be responsible for the manner and means of performance of Recipient's activities.

## **10. INDEMNIFICATION**

To the fullest extent permitted by law, Recipient hereby agrees to defend, indemnify and save harmless City, its Council, officers, boards, commissions, agents, and employees (collectively, "Indemnities") against and from any and all claims, suits or actions of every name, kind and description, which may be brought against Indemnities, or any of them, by reason of any injury to, or death of, any person (including corporations, partnerships and association) or damage suffered or sustained by any such person arising from, or alleged to have arisen from, any act or omission to act, negligent or otherwise, of Recipient, its officers, agents or employees under this agreement.

The duty of Recipient to defend, indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Recipient to indemnify Indemnities against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

## **11. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

Recipient shall be during the term of the Agreement, an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. During the performance of this Agreement, Recipient shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Recipient's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.

Recipient hereby agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled.

## **12. INTELLECTUAL PROPERTY AND ARTIST RIGHTS**

Intellectual property developed by Recipient under this Agreement shall be owned by Recipient, subject to the terms herein. Recipient shall communicate with and cooperate with the City in the identification and protection of all intellectual property developed under the Agreement. The City shall have the opportunity to comment on patent applications or other legal protection with Recipient's reasonable cooperation. Recipient shall grant the City the nonexclusive right to practice all intellectual property rights developed under the terms of this Agreement, as well as the ability to grant licenses for other not-for-profit organizations to practice such intellectual property rights.

If this Agreement involves the placement of artwork on City property, the Recipient shall obtain a waiver regarding artist moral rights from the artist in a form provided by the City. Execution of such document shall not waive any rights of the City to accept or reject a completed artwork in its sole discretion.

## **13. BREACH AND TERMINATION**

The Agreement may be terminated for cause City in the event Recipient breaches any provision of this Agreement, including the failure to provide reports, properly document expenses or contributions, expenditure of Agreement funds in a prohibited manner, or failure to make reasonable progress on completing the programs or services contemplated under this Agreement, upon written notice to the Recipient. In the event the Agreement is terminated for cause, Recipient agrees to promptly return all funds provided by City under the Agreement.

## **14. INTEREST OF PUBLIC OFFICIALS**

No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this agreement or Recipient's Program during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement or a related subcontract agreement, or the proceeds thereof. Recipient shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.

## **15. LOBBYING PROHIBITED**

Recipient shall ensure that funding under this Agreement is not used for lobbying, carrying on propaganda, or otherwise attempting to influence legislation, or for participating in any political campaign on behalf of any candidate for public office.

**16. RELIGIOUS ACTIVITY PROHIBITED**

Recipient shall ensure that there shall be no religious worship, instruction or proselytizing as a part of, or in connection with the performance of this Agreement. Recipient shall accept the funding provided by City under this Agreement solely as payment for the costs of providing the programs or services detailed in Exhibit A, and to the extent applicable, shall comply with any legal restrictions on use of funding from the City, including without limitation, restrictions on receipt and use of funds for religious or sectarian purposes in California Constitution Article 16, section 5. Recipient shall not provide, nor require participation in, any religious or sectarian instruction as part of providing any services or programs under this Agreement.

**17. PARAGRAPH HEADINGS**

Paragraph headings and sub-paragraph headings are used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**Recipient:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
«Nonprofit\_status\_ID»

\_\_\_\_\_  
Tax ID#

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nira F. Doherty, City Attorney

\_\_\_\_\_  
Date

**CITY OF MENLO PARK:**

\_\_\_\_\_  
Justin I. C. Murphy, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Judi A. Herren, City Clerk

\_\_\_\_\_  
Date

**EXHIBIT A – APPROVED GRANT APPLICATION**